

Atty. Dkt. No.: 4003-10701

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant:	Robert J. South	§	
Serial No.:	10/712,462	§	Group Art Unit: 1771
Filed:	November 13, 2003	§	
For:	FUSIBLE QUILT BATT	§	Examiner: Boyd, Jennifer A.
		§	
		§	Confirmation: 9318
		§	

Mail Stop Issue Fee  
Commissioner for Patents  
P. O. Box 1450  
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I hereby certify that this correspondence is being electronically filed and addressed to Mail Stop Issue Fee, Commissioner for Patents, P.O. Box 1450, Alexandria, VA, 22313-1450, as indicated below:

*Karen Harris*      *Aug. 2, 2006*  
Signature      Date of Transmission

Sir:

**INTERVIEW SUMMARIES**

In response to the Office communications dated July 05, 2006 and July 26, 2006,  
Applicant submits the following interview summaries.

Remarks begin on page 2 of this paper.

## REMARKS

In order to comply with the Record of Interview Requirements attached to the Office communications of July 5, 2006 and July 26, 2006, Applicant provides the following remarks.

### Telephone Interview of June 20, 2006

As indicated in the Examiner's Interview Summary of July 5, 2006, Applicant's attorney, Albert Metrailer, had a telephone interview with Examiners Jennifer A. Boyd and Terrel Morris on June 20, 2006. All claims were discussed, with reference to the Repp US Patent 6,261,397.

Applicant's attorney reviewed the arguments which were included in the last response filed on 4/28/06.

With respect to the Repp reference, the patent itself is prior art. However, the packaging of a June Tailor product which includes the patent number and the product in that packaging is not prior art. The patent issued after the present application was filed and the number could not have been printed on the packaging before then.

Although the Repp patent does not discuss any removal of a quilt cover from a batt after it has been attached by the heat activated adhesive, Examiner Boyd had suggested that removal would be possible if enough force is used, although some damage may occur. Applicant's position is that if damage occurs, i.e. the batting is pulled apart, then the cover is not actually separated from the batting.

Applicant noted that current packaging of the June Tailor product has been changed to state that the product includes thermoplastic adhesive. Applicant submitted a

declaration concerning testing of the old and new June Tailor products. That testing showed that the old product does not allow separation of a cover from a batting, but the new product does. This is evidence that the functional limitation of being removable at room temperature is not anticipated by the June Tailor product, even if it were prior art, since the product had to be changed to include thermoplastic adhesive to achieve that function.

Examiner Morris indicated that claim 1 might need to be amended to recite that the adhesive is in and on the web to make it clear that the adhesive is on the surface for bonding a cover to the batt.

Examiner Morris also questioned the statement in the Repp reference at col. 3, lines 45-46, that the adhesive may be "readily removed by hand" and whether that meant the cover may be removed by hand. However, Applicant pointed out that the complete sentence relates to removal of the adhesive from the final quilt by washing, not separation of a quilt cover from a batting. The complete phrase is "removed by hand or machine washing."

After these discussions, Examiner Morris indicated that claim 2 should be allowable over the Repp reference and could possibly be amended by Examiner's amendment.

**Telephone Interview of July 11, 2006**

On July 11, Examiner Boyd called Applicant's attorney. She reported that she had conducted additional searching but did not find any new references to combine with the Repp reference and that Examiner Morris's opinion concerning claim 2 had not changed. She indicated that she would meet with Examiner Morris to discuss an examiner's

amendment to allow claim 2 and asked if that would be acceptable to the Applicant. Applicant's attorney stated that it would be acceptable.

**Telephone Interview of July 13, 2006**

On July 13, 2006, Examiner Boyd called Applicant's attorney to discuss a proposed Examiner's amendment. The amendment included adding to claim 1: the limitation of claim 2 with the word "attach" changed to "reattach"; the limitation of claim 3; the limitation that the adhesive is heat sealable and releasable; and the limitation that the adhesive is on at least one outer surface of the web as well as in the web. In addition, claim 9 would be rewritten as a dependent claim, depending from claim 1, and claims 2, 3, 13, 14, and 18 would be deleted as being redundant after the amendments.

Applicant's attorney indicated that these amendments were acceptable. Examiner Boyd indicated that a notice of allowance and Examiner's amendment would be issued.

**SUMMARY**

The Commissioner is hereby authorized to charge any fees that may be due in connection with this communication, or credit any overpayment thereof, to Deposit Account No. 50-1515, Conley Rose, P.C.

Respectfully submitted,

Date: 1 AUGUST 2006

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